The rule stated in the leading case is supported by the decisions of the Federal courts, and of those of many of the States. *Irvine v. Irvine,* 9 Wall., 617; *Wilson v. Branch,* 77 Va., 65; *Cressinger v. Lessee of Welch,* 15 Ohio, 156; *Voorhees v. Voorhees,* 24 Barb., 150 (N. Y.); *Prout v. Wiley,* 28 Mich., 164. On the other hand, almost an equal number of courts hold that the deed must be disaffirmed by the infant within a reasonable time after reaching majority, and the reasonableness is to be determined in view of all the circumstances. *Kline v. Beebe,* 6 Conn., 494; *Hastings v. Dollarhide,* 24 Cal., 195; *Goodnow v. Lumber Co.,* 31 Minn., 468; *Searcy v. Hunter,* 81 Tex., 644. This seems to be the English rule. *Holmes v. Blogg,* 8 Taunt., 35; *Dublin Railway v. Black,* 8 Exch., 181. In some states this is a statutory provision. *Wright v. Germain,* 21 Ia., 585; *Bentley v. Greer,* 100 Ga., 35; *Johnston v. Gerry,* 34 Wash., 524. Where the facts are not disputed, the question of reasonableness is for the court. *Goodnow v. Lumber Co.,* 31 Minn., 468. Some courts hold that, while the deed must be disaffirmed within a reasonable time, as a matter of law the time fixed by the statute of limitations within which an action to recover land must be brought is a reasonable time. *Blankenship v. Stoat,* 25 Ill., 132.

INJUNCTION—DAMAGES—ATTORNEY'S FEES.—ALBERS COMMISSION CO. ET AL. V. SPENCER ET AL., 139 S. W., 321 (Mo.)—*Held,* that attorney's fees for services incurred by defendant in procuring the dissolution of a temporary injunction wrongfully sued out are a part of the damages, but where the injunction was dissolved below, the services of attorneys to resist its re-establishment on appeal, there being no *supersedeas,* cannot be recovered on the bond.

The weight of authority, as pointed out in *High on Injunctions,* Sec. 1685, sustains the right to recover attorney's fees paid in procuring the dissolution of an injunction. *Keith v. Henkleman,* 173 Ill., 137; *Wisconsin M. & F. Ins. Co. Bank v. Durner,* 114 Wis., 369; *Porter v. Hopkins,* 63 Cal., 53. And yet in the Federal courts the rule is well established that counsel fees are not a proper element of damage in a suit upon an injunction bond. *Missouri K. & T. Ry. Co. v. Elliott,* 184 U. S., 530; *in re Hines,* 144 Fed., 147. And such is the rule in a number of States. *Wisecarver v. Wisecarver,* 97 Va., 452; *Sensening v. Parry,* 113 Pa., 115. The majority of States refuse to extend the damages recoverable to counsel fees sustained after the injunction has been dissolved and an appeal taken. *Cors v. Tompkins,* 51 Ill., App. 315; *Elmwood Mfg. Co. v. Rankin,* 70 Ia., 403. And thus in *Neiser v. Thomas,* even though the dissolution was accompanied by a *supersedeas* bond. *French Piano Co. v. Porter,* 134 Ala., 302.

INSURANCE—FRATERNAL INSURANCE—PARTIES ENTITLED TO FUNDS.—ROYAL LEAGUE V. SHIELDS, 96 N. E., 45 (ILL.).—*Held,* that where a fraternal benefit association is organized to issue certificates for the benefit of the families, heirs, relatives of, or persons dependent on, the member, the designation of a person not within the classes enumerated is void and the funds go to the beneficiary designated by law. Vickers, Cartwright, and Farmer, JJ., *dissenting.*

In general, the certificate of membership and the law under which the association was incorporated govern who may be entitled to the funds. *Kirkpatrick v. Modern Woodmen,* 103 Ill. App., 468; *Gillam v. Dale,* 69 Kan., 362; *Mutual Benefit Asso. v. Rolfe,* 76 Mich., 146. And the weight of authority seems to hold, that where the statute designates certain classes of relatives or dependents, a dependent is one who relies upon the member in some material degree for support resting on some moral, legal, or equitable ground, and not where the assistance is trivial, casual, or wholly charitable. *Joyce on Insurance,* Sec. 773; *Caldwell v. Grand Lodge,* 148 Cal., 195; *Sup. Lodge, Knights of Honor v. Nairn,* 60 Mich., 44; *West v. A. O. U. W. of Texas,* 14 Tex. Civ. App., 471. Some cases hold under such a statute that the members of the family must also be dependent *Smith v. Boston &c. R. R. Relief Asso.,* 168 Mass., 213; *Lister v. Lister,* 73 Mo. App., 99. *Contra, Klotz v. Klotz, Jr.,* 15 Ky., Law Rep., 183; *Donithorn v. I. O. O. F.,* 209 Pa., 170; *Klee v. Klee,* 93 N. Y. Supp., 588. So where the designation of beneficiary is invalid, ineffectual, or fails, the funds go to the heirs or other persons designated by the law. *Caudell v. Woodward,* 96 Ky., 646; *Dale v. Brumbly,* 96 Md., 674; *Wolf v. District Grand Lodge,* 102 Mich., 23. But *Grand Lodge, A. O. U. W. v. Cleghorn,* 42 S. W. (Tex.), 1043, holds that the fund reverts to the society in accordance with the by-laws. And the society alone, and not third persons, may waive the right to take advantage of defective designations. *Taylor v. Hair,* 112 Fed., 913; *Tepper v. Royal Arcanum,* 61 N. J. Eq., 638; *Maguire v. Supreme Council,* 69 N. Y. Supp., 61, and *Beard v. Sharp,* 100 Ky., 606, hold that the person illegally designated who has paid the member's dues may only retain the amount of such dues; but *Gruber v. Grand Lodge, A. O. U. W.,* 79 Minn., 59, holds the society estopped from refusing payment after receiving dues.

LIFE ESTATES—CORPORATE STOCK—NEW STOCK.—BALLANTINE V. YOUNG, 81 ATL., 119 (N. J.).—*Held,* that where corporate stock was bequeathed to one for life, remainder to another, and the corporation, in the form of dividend, issued new stock to the stockholders, the stock so issued is an extraordinary dividend, and must be apportioned between the life-tenant and the remainderman.

This doctrine that so much of the stock dividends as represent the surplus profits accumulated during the lifetime of the testator will be considered as part of the *corpus* of the estate and go to the remainderman, while so much as represent earnings made after his death are income, and therefore payable to the life-tenant, has been followed in but a small number of States. In *Smith's Estate,* 140 Pa., 344; *Holbrook v. Holbrook,* 74 N. H., 201. According to the English rule the intention of the corporation is made determinative.. *In re Bouch,* L. R. 29 Ch. Div., 635. In *Gibbons v. Mahon,* 136 U. S., 549, stock dividends were regarded as an accretion to the capital. A number of American courts regard cash dividends, however large, as income, and stock dividends, however made, as capital. *Minot v. Paine,* 99 Mass., 101; *Boardman v. Mansfield,* 79 Conn.,